

HIGH COURT OF JUDICATURE FOR RAJASTHAN
JODHPUR

D.B. Spl. Appl. Writ No. 58/2026

M/s Believe Solution Services

----Appellant

Versus

Vinita Solanki and Ors.

----Respondents

For Appellant(s) : Ms. Pratyushi Mehta

For Respondent(s) : --

HON'BLE DR. JUSTICE PUSHPENDRA SINGH BHATI

HON'BLE MR. JUSTICE SANDEEP SHAH

Order

22/01/2026

1. Learned counsel for the petitioner has shown the judgment of *Bhupen Gehlot vs. The State of Rajasthan & Ors.* (D.B. Civil Special Appeal (Writ) No.450/2021). The relevant part of the judgment is paragraph no.6, which is reproduced as under:-

"6. Indisputably, the services of the appellant were provided to the respondents by the placement agency. It is not disputed before us that the contract existing between the respondent and the placement agency has already come to an end. There was no privity of contract and direct master and servant relationship between the appellant and the respondents. The appellant being not a contractual employee engaged by the respondents directly, he cannot claim continuance of contractual employment with the respondents for indefinite period, when the contract entered into between the placement agency and the respondents has come to an end."

2. Learned counsel for the petitioner also referred to the judgment of *Ankush Kumar vs. State of Rajasthan & Ors.* (D.B. Special Appeal Writ No.320/2024). The relevant part of the judgment is paragraph no.3, which is reproduced as under:-

"3. Learned counsel for the appellants would argue that the appellants are those who were appointed on various posts through placement agency on various dates and their services

were extended from time to time by the respondents. However, even though, they are continuously working on the said post for a long time, their services have been terminated in an illegal and arbitrary manner without specifying any reason and without providing any opportunity of hearing. The manner in which the appellants were engaged under the Scheme of the government clearly shows that their appointments were against vacant posts and, therefore, having continued the appellants in service for along period, they were entitled to be considered for regularisation. Therefore, the petitioners preferred writ petitions mainly taking into consideration that there is no relationship of master and servant between the appellant, State and the development authorities, but they have been engaged on contractual basis by the placement agency. It has also been observed that the appellants have failed to place on record any appointment letter issued in favour of them by the respondent-JDA exhibiting the terms and conditions of their engagement etc. It has also been observed that the appellants are merely third-party and completely alien to the contract which was primarily entered into between the contractor/placement agency, who engaged the services of the appellants and there does not exist any privity of contract between respondent-JDA and the appellants. The learned Single Judge has also placed reliance upon the decision of the Hon'ble Supreme Court in the case of **K.K.Suresh and Anr. vs. Food Corporation of India-AIR 2018 SC 3905**, wherein it has been categorically held that contractual engagement does not create a vested right of employment in favour of the workers, engaged through a placement agency."

3. The issue requires consideration.
4. Issue notice. Returnable within a period of four weeks.
5. In the meantime, effect and operation of impugned order dated 21.11.2025 passed by the Hon'ble Single Judge in S.B. Civil Writ Petition No.21782/2025 shall remain stayed.

(SANDEEP SHAH),J

(DR. PUSHPENDRA SINGH BHATI),J